

Adulteration of the article was alleged in the libel for the reason that it consisted in whole or in part of a filthy, decomposed, and putrid vegetable substance.

During the month of October, 1922, no claimant having appeared for the property, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the product be sold for distillation purposes, if a purchaser therefor be found, and if not, that it be destroyed by the United States marshal.

C. W. PUGSLEY, *Acting Secretary of Agriculture.*

11218. Adulteration and misbranding of wheat shorts and screenings. U. S. v. 250 Sacks of Wheat Shorts and Screenings. Decree of condemnation and forfeiture. Product released under bond. (F. & D. No. 16905. I. S. No. 7910-v. S. No. W-937.)

On or about November 10, 1922, the United States attorney for the Southern District of California, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel for the seizure and condemnation of 250 sacks of wheat shorts and screenings, remaining in the original unbroken packages at Pomona, Calif., consigned by the Schreiber Flour & Cereal Co., Kansas City, Mo., alleging that the article had been shipped from Kansas City, Mo., on or about August 22, 1922, and transported from the State of Missouri into the State of California, and charging adulteration and misbranding in violation of the Food and Drugs Act, as amended. The article was labeled in part: "100 Lbs. Net When Packed Brown Wheat Shorts, Screenings not to exceed 8 Per Cent. Manufactured by Schreiber Flour and Cereal Co., Kansas City, Missouri."

Adulteration of the article was alleged for the reason that a mixture of wheat bran, white and yellow corn, and little, if any, wheat shorts had been mixed and packed with and substituted wholly or in part for the article.

Misbranding was alleged for the reason that the statements, "Brown Wheat Shorts and Screenings 100 Lbs. Net When Packed," were false and misleading and deceived and misled the purchaser. Misbranding was alleged for the further reason that the article was an imitation of and offered for sale under the distinctive name of another article, and for the further reason that it was food in package form, and the quantity of the contents was not plainly and conspicuously marked on the outside of the package.

On December 4, 1922, the Schreiber Flour & Cereal Co., Kansas City, Mo., having entered an appearance as claimant for the property, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the product be released to the said claimant upon payment of the costs of the proceedings and the execution of a bond in the sum of \$600, in conformity with section 10 of the act, conditioned that it be relabeled in a manner satisfactory to this department.

C. W. PUGSLEY, *Acting Secretary of Agriculture.*

11219. Adulteration and misbranding of frozen eggs. U. S. v. 717 Cans of Frozen Eggs. Consent decree of condemnation and forfeiture. Product released under bond. (F. & D. No. 17103. I. S. No. 3875-v. S. No. C-3863.)

On or about January 3, 1923, the United States attorney for the Northern District of Illinois, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel for the seizure and condemnation of 717 cans of frozen eggs, remaining unsold in the original unbroken packages at Chicago, Ill., alleging that the article had been shipped by the Bellman Produce Co., Yankton, S. Dak., October 25, 1922, and transported from the State of South Dakota into the State of Illinois, and charging adulteration and misbranding in violation of the Food and Drugs Act, as amended.

Adulteration of the article was alleged in the libel for the reason that it consisted wholly or in part of a filthy, decomposed, and putrid animal substance.

Misbranding was alleged for the reason that the article was [food] in package form, and the quantity of the contents was not plainly and conspicuously marked on the outside of the package in terms of weight or measure.

On January 11, 1923, S. Katz & Co., Inc., claimant, having admitted the allegations of the libel and consented to the entry of a decree, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the product be released to the said claimant upon payment of the costs of the proceedings and the execution of a bond in the sum of \$1,000, in con-